

ORIGINAL FOR EXECUTION

AGREEMENT

Between

86TH DISTRICT COURT

- and -

TEAMSTERS STATE, COUNTY, AND MUNICIPAL WORKERS
LOCAL 214

January 1, 2022 - December 31, 2023

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AGREEMENT

This Agreement entered into on this date, between the 86th District Court, a municipal body corporate of the State of Michigan, (hereinafter referred to as the "EMPLOYER") and Teamsters State, County, and Municipal Workers Local 214, (hereinafter referred to as the "UNION") expresses all mutually agreed upon covenants between the parties.

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of that employment.

The parties subscribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, height, weight, national origin and religion, political or Union affiliation as required by law.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

It is the general purpose of this agreement to promote the mutual interest of the Employer and its employees and to provide for the operation of the services provided by the Employer under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement will cooperate fully to secure the advancement and achievements of these purposes.

ARTICLE I **RECOGNITION**

Section 1.1 Collective Bargaining Unit

The Employer hereby agrees to recognize Teamsters State, County, and Municipal Workers Local 214 as the exclusive bargaining representative, as defined in Act No. 379, State of Michigan, Public Acts of 1965, as amended, for all employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time and regular part time employees of the 86th District Court, excluding elected officials, Court Administrator, Supervisors, Magistrates and confidential employees.

Section 1.2 Definitions

The terms "employee" and "employees" when used in the Agreement shall refer to and include only those regular full-time employees and regular part-time employees who are employed by the Employer in the collective bargaining unit set forth in Section 1.1. For purposes of this Agreement the following definitions are applicable:

- A. **Regular Full-Time Employee**: A regular full-time employee is an employee who is working the official workweek on a regular schedule.
- B. **Regular Part-Time Employee**: A regular part-time employee is an employee who is working less than the full-time requirements required of that position.
- C. **Temporary Employee**: The Employer may hire temporary employees and these employees will not be covered by the terms of the contract; however, they shall not be used in such manner as to replace, displace or reduce the non-overtime hours of bargaining unit employees, nor in such manner as to have temporary employees performing work regularly and normally performed by bargaining unit employees, on a continuing basis. If a temporary employee is retained beyond the one hundred and eighty (180) day period they shall have attained seniority, unless the one hundred and eighty (180) days is extended by mutual agreement of the Employer and the Union.

ARTICLE II **MANAGEMENT RIGHTS**

Section 2.1 Employer Rights

The Employer retains the sole right to manage its affairs, including, but not limited to, the right to plan, direct, and control its operation; to determine the location of its facilities; to decide the working hours; to decide the types of services it shall provide, including the scheduling and means of providing such services, to study and/or introduce new or improved methods or facilities; to maintain order and efficiency in its departments and operations; to promulgate work rules unilaterally or in conjunction with consent of the Union; to hire, discipline and discharge non-probationary employees for just cause, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and complexion of the work force, and to determine the qualifications of its employees and standards of workmanship, and all other rights and prerogatives including those exercised unilaterally in the past, subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2.2 Just Cause

The Employer retains the sole right to discipline and discharge non-probationary employees for just cause, provided that in the exercise of this right it will not act in violation of the terms of this Agreement.

Section 2.3 Subcontract

The Employer shall have the right to apportion work by subcontract in order that work may be carried out in the most efficient manner for the benefit of the public when its own working force is not adequate in numbers or in skill to perform the work promptly and satisfactorily and agrees to notify the Union, in writing, of the intent to subcontract.

Section 2.4 Work Rules and Policies

- A. The Employer shall have the right to establish work rules, policies and procedures that are not in violation of a specific term of this agreement.
- B. When existing rules are changed or new rules are established, the Employer shall notify employees in writing five (5) working days before becoming effective when possible.

Any complaint as to the reasonableness or application of any existing or new rules shall be addressed through a special conference (Section 6.1) and not subject to the grievance procedure.

ARTICLE III **UNION SECURITY**

Section 3.1 Union Membership

Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether the employee is a member of the Union.

Section 3.2 Checkoff

- A. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees from the pay of each employee who executes and files with the Employer a proper check off authorization form and who does not revoke the authorization.
- B. Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer of the Union. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this checkoff service without charge to the Union.
- C. A properly executed copy of the written check off authorization form for each employee for whom dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

- D. Deduction for dues and initiation fees for any calendar month, shall be made from the first pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first pay period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of each month.
- E. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, refunds owed to employees will be made by the Union.
- F. The Union shall notify the Employer in writing of the proper amount of dues and initiation fees and any subsequent changes in such amounts.
- G. The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE IV **BARGAINING UNIT WORK**

Section 4.1 Supervisors Working

Supervisors shall be permitted to perform bargaining unit work in the following instances.

1. In emergency or where regular employees are not available.
2. To instruct or train employees.
3. To do experimental work on a new job.
4. To fill personnel shortages caused by scheduled employees not reporting to work.
5. In all other cases where unit employees are not displaced, and where the supervisor does not perform the work on a regular or extended basis.

The Employer may establish a position of District Court Administrator who may, in addition to administrative duties, perform bargaining unit work on a regular, part time basis.

ARTICLE V **REPRESENTATION**

Section 5.1 Union Stewards

The Employer agrees to recognize one (1) Steward to represent employees working within Grand Traverse County, one (1) Steward to represent employees working within Leelanau County, and one (1) Steward to represent employees working within Antrim County. Stewards' duties shall be limited to the administration of this Agreement including the

investigation and processing of grievances. Not more than one (1) Steward shall be involved in each situation.

Section 5.2 Notification of Stewards

The Union shall furnish the Employer with the names of its authorized representatives and stewards and of all changes in such representation that may occur from time to time.

Section 5.3 Bargaining Committee

The Employer agrees that up to three (3) employees from the bargaining unit shall be authorized to meet and confer with the Employer during contract negotiations. Bargaining committee members shall not suffer a loss in pay for the time spent during negotiations.

ARTICLE VI **SPECIAL CONFERENCES**

Section 6.1 Special Conferences

Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, Stewards, and any outside parties requested to attend. Written notification of the name, occupation and reason for attending of each outside party who will or may attend must be given to the other party at least seven (7) days before the date of the conference. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement unless by mutual agreement.

ARTICLE VII **GRIEVANCE PROCEDURES**

Section 7.1 Grievances

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The grievance shall state the specific Article and Section allegedly violated.

All grievances must be filed within five (5) working days after occurrence of the circumstances giving rise to the grievance or five (5) days from when the grievant should reasonably have known of the occurrence, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Step 1 – Verbal Procedure Any Employee having a grievance shall first discuss the matter orally with the employee's supervisor or the supervisor's designee citing the contract provision(s) violated. The supervisor or his/her designee shall answer the complaint or grievance within five (5) working days.

Step 2 – Written Procedure If the matter is not resolved in Step 1, the grievance shall be reduced to writing on the regular grievance form provided by the Union, signed by the grievant(s) and presented to the Chief Judge within five (5) working days of the Step 1 answer. The Chief Judge or his/her designee shall answer the written grievance within five (5) working days of its receipt.

Step 3 – Conference If the matter is not resolved in Step 2, the Union shall, within five (5) working days of the Chief Judge or designee's answer in Step 2, contact the Chief Judge or designee to arrange a meeting on the grievance, to include County Administration on behalf of the Funding Unit. This meeting shall be scheduled within five (5) working days of the request unless an extension of time is mutually agreed to by the parties. If the grievance is not settled at this step the matter may be submitted to Arbitration as provided for elsewhere in this Agreement.

Step 4 – Arbitration

- (a) If the answer of the Chief Judge is unsatisfactory to the grievant, the grievant's Union representative may process the grievance to arbitration within 60 calendar days.
- (b) By mutual agreement, at the request of either party, any grievance which is not resolved at Step 3 may be submitted to the Michigan Employment Relations Commission for non-binding mediation. However, the time limits under the grievance procedure shall not be extended without mutual written consent while such mediation is pending.
- (c) Arbitration proceedings will be accomplished by the Union requesting a list of prospective Michigan Arbitrators, which will be forwarded by FMCS to each of the parties to this Agreement. Once the selection of the Arbitrator has been accomplished through the procedure set out below for such selection, the parties shall then mutually agree to a hearing date and location in Grand Traverse County for the purpose of presenting testimony and evidence in support of their respective positions. The arbitrator shall then render his or her decision and award according to the following:
 - (1) The arbitrator shall render his or her decision within thirty (30) days after the hearing according to evidence presented and oral argument or, if the parties reserve the right to submit written briefs, the arbitrator shall render his or her decision within forty-five (45) days after the submission of the briefs.
 - (2) The expenses of the Arbitrator shall be paid by the non-prevailing party. If the Arbitrator's decision is split, the parties shall each pay 50% of the fee.

However if either party cancels the arbitration, that party shall be responsible for the full amount of any required fees relating to such cancelation. The grievant and Steward or Alternate Steward shall be allowed to attend the arbitration without loss of pay, except in the case of a class action, when only the Steward or Alternate Steward shall be allowed to attend without loss of pay. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

- (3) The Arbitrator shall not have the power nor the authority to amend, modify or expand the terms and provisions of this Agreement either directly or indirectly in making his/her decision. The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The Arbitrator will at all the times be governed wholly by the terms of this Agreement. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the Employer has yielded. The arbitration award shall not be retroactive earlier than the date the grievance was first submitted in writing. The arbitration award shall be final and binding on the Employer, Union and employees. However, each party reserves the right to challenge arbitration or awards thereunder if the arbitrator has exceeded his/her jurisdiction or authority.

Section 7.2 Grievance Settlements

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union, and any and all unit employees involved in the particular grievance subject to the provisions of Article VIII.

Section 7.3 Time Limits

The time limits established in the grievance procedure shall be followed by the parties. If the time limits procedure is not followed by the Union the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration unless requested by the Union. The time limits established in the grievance procedure may be extended by mutual agreement; provided it is reduced to writing and the period of extension is specified.

Section 7.4 Retroactive Settlements

The Employer shall not be required to pay back wages for periods prior to the time the incident occurred provided that in the case of a pay shortage, of which the employee had not been aware before receiving their pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files their grievance within five (5) working days after receipt of such pay.

Section 7.5 Expedited Grievance

When an employee is given a disciplinary discharge, suspension, or a written reprimand and/or warning which is affixed to their personnel record, the Union will be promptly

notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the Union. Grievances regarding discharge or suspension shall commence at Step 3 of the grievance procedure.

Section 7.6 Adjusted Wage Settlements

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation and compensation for personal services that they may have received from any source during the period in question except outside income which was normally being earned prior to imposition of the challenged discipline.

Section 7.7 Steward Representation

The Employer will grant a necessary and reasonable amount of time during straight time working hours to the Stewards who must necessarily be present for direct participation in grievance adjustments with management. Such unit chairpersons or Stewards shall first receive permission from their department head or designated representative to leave their work station and shall report back promptly when their part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject to disciplinary action.

Section 7.8 Illegal Strikes

It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will be no lockout. Any individual employee or group of employees who violates or disregards the prohibition of this section may be disciplined up to and including discharge by the Employer.

It is understood that any disciplinary action taken by the Employer pursuant to this Article is subject to the grievance and arbitration procedure only on the question of whether the prohibited conduct occurred, not the penalty for such conduct.

Section 7.9 Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any Grievance Procedure provided for in this contract. If an employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. This provision

shall not be interpreted to prohibit an employee from availing themselves of remedies provided under the Michigan Worker's Compensation Act or bringing a charge with the Equal Employment Opportunity Commission while pursuing a grievance.

ARTICLE VIII **DISCIPLINE AND DISCHARGE**

Section 8.1 Just Cause

The Employer shall not discharge, demote, suspend or otherwise discipline any non-probationary employee except for just cause. It is mutually agreed that progressive discipline shall be used where appropriate. Discharge must include written notice to the employee and the Steward citing specific charges against the employee.

Section 8.2 Review of Discharge or Suspension

The discharged or suspended employee will be permitted to review his or her discharge or suspension with his or her Steward and the Employer will make available an area where he or she may do so before he or she is required to leave the property of the Employer, unless for safety reasons the Employer determines such review should not occur on the Employer's property. Upon request, the Employer or his or her designated representative may discuss the discharge or suspension with the employee and the Steward.

Section 8.3 Removal of Disciplinary Documents from File

The Employer will not use a prior discipline which is two (2) or more years old unless related to a current charge or for impeachment purposes during an arbitration or other litigation.

ARTICLE IX **LAY OFF AND RECALL**

Section 9.1 Layoff Order and Notice

- A. The word "layoff" means a reduction in the number of employees in the work force. Provided the remaining employees have the current ability, skills and qualifications as determined by the Employer to perform the work required, layoff of employees within the Court shall be by classification in inverse bargaining unit seniority in the following order:
1. Temporary employees.
 2. Volunteer seniority employees.
 3. Probationary employees.
 4. Regular Part-Time employees.
 5. Regular Full-Time Employees.
- B. Upon being laid off an employee who so requests shall, in lieu of layoff, be permitted to "bump" and take a position in or below their pay grade within the bargaining unit, provided that all of the following criteria are met:

1. They have more bargaining unit seniority than the employee they are to replace and have the current ability, skill and qualifications as determined by the Employer;
2. If the position is held by multiple employees, the least senior employee in the position shall be replaced;
3. They must be able to perform the required duties of the position;
4. They meet any licensing, certification or registration requirements for the position in question within a mutually agreed upon time frame;
5. They must accept all hours of the position into which they bump.

If the above criteria are met, the employee shall be given a sixty (60) working day trial period in which to demonstrate that he/she is capable of performing the work, during which time the Employer shall give the employee assistance in an effort to enable them to satisfactorily perform the work. This time period may be extended by mutual agreement between the Employer and the Union. Employees who change position in lieu of layoff shall be paid at the pay grade for the position into which they are placed, at the step commensurate with their years of service.

- C. Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Chief Steward or Steward shall receive a list from the Employer of the employees being laid off on or before the date the notices are issued to the employees.
- D. Employees eligible for and choosing to bump in lieu of layoff shall have a maximum of five (5) working days to notify the Court Administrator of their decision and the position to which they are qualified to bump. It is the employee's responsibility to confirm that they meet the minimum qualifications for the position as defined in Section 9.1 prior to the deadline. Employees not following the above defined process will not be eligible for bumping rights after the five (5) day period and will be laid off.

Section 9.2 Temporary Reduction

In the event of a temporary reduction of the work force which shall not exceed four (4) weeks, at any one time, it may be mutually agreed that the work week may be reduced to not less than thirty (30) hours per week before any employees are laid off.

Section 9.3 Recall

A laid off seniority employee, if recalled to a job within one pay grade to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 9.4 Order and Notice of Recall

- A. The order of recalling of laid off employees shall be in the inverse order in which the employees were laid off.

- B. Notices of recall shall be sent by registered mail or by email, to the employee's last known home or email address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current home address, email address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give notice of his/her intent to return to work within three (3) calendar days of receipt of notice of the Employer's notification via email or written notice to the Court Administrator and Chief Judge, and shall then return within ten (10) calendar days or their employment shall be terminated, unless an extension is granted by the Employer.
- C. In the event a recall is necessary on less than three (3) days' notice, the Employer may call upon the laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed thirteen (13) calendar days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work within the said thirteen (13) day period.

Section 9.5 Cashout of Sick Leave Bank on Layoff

Employees who are grandfathered under the Sick Leave Plan will be paid fifty (50%) percent of any sick leave bank when on layoff or at the end of one (1) year, at the option of the employee.

The employee has fourteen (14) calendar days after receiving the notification of layoff to advise the Employer of such preference. In the event the employee chooses to receive pay for the fifty (50%) percent of his/her unused sick leave bank, the employee will no longer have any days remaining in his/her sick leave bank.

ARTICLE X **SENIORITY**

Section 10.1 Definition

Seniority shall be defined as the length of the employee's continuous service in the Bargaining Unit commencing from their last date of hire, pro-rated for regular part time service. Employees who are employed on the same date shall be placed on the seniority list by draw. For purposes of vacation accrual, longevity and retirement, the length of service shall be determined by the employee's last date of hire with Grand Traverse County.

- A. All regular full and regular part-time employees shall be considered a probationary employee for the first 1040 hours of actual work, excluding overtime hours worked.
- B. The Union shall represent probationary employees for the purpose of collective bargaining; however, probationary employees may be terminated at any time by the Employer in its sole discretion. Neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

- C. During the probationary period an employee shall be eligible for employee benefits as expressly provided in this Agreement. After an employee has successfully completed his or her probationary period of employment, he or she shall become a regular full-time or regular part-time employee. His or her seniority shall start as of his/her last date of hire as a regular employee into this bargaining unit.

Section 10.2 Seniority List

The Seniority List on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The employer will keep the seniority list up-to-date and will furnish the Chief Steward an up-to-date list upon request. Challenges to the Seniority List will only be accepted within thirty (30) calendar days of the dated posting, or such list shall stand approved as posted.

Section 10.3 Loss of Seniority

An employee's seniority and employment with the Employer shall terminate for the following reasons:

- A. The employee quits or retires.
- B. The employee is discharged or terminated and the action is not reversed through the grievance procedure.
- C. The employee is absent for three (3) working days without properly notifying the Employer. Supplying a satisfactory reason for such absence will be justification for reinstatement of full seniority. This section is not to be construed as limiting the right to issue discipline for any unjustified absence.
- D. The employee fails to return to work when recalled or at the specified date at the termination of any leave of absence, unless otherwise excused.
- E. The employee is on a layoff for more than twelve (12) months (except for Workers' Compensation leave which cannot exceed twenty-four (24) months).
- F. If he/she has been on leave of absence including sick leave, for a period of one (1) year or a period equal to the length of his/her seniority at the time such sick leave commenced, whichever is less. (Excluding FMLA job protected leave)
- G. He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which results in sentenced jail time.
- H. If he/she makes an intentionally false statement on his/her employment application or other Employer document.

Section 10.4 Separation from Employment

Employees resigning from employment shall submit said resignation in writing to the Court Administrator, with a copy to the Human Resources Department at the same time, stating the effective date, at least ten (10) working days prior to the effective date. In the case of retirement, employees should notify the Court Administrator and Human Resources in writing thirty (30) calendar days prior to the effective date. Failure to comply may be cause for denying the person future employment with the Employer, or, in the case of retirement, delay the start of retirement benefits.

ARTICLE XI **HOURS OF WORK / PREMIUM PAY / SHIFT PREFERENCE**

Section 11.1 Regular Work Week and Work Day

The regular full-time schedule of an employee's work week shall consist of seven and one-half (7 1/2) hours per day and thirty-seven and one-half (37 1/2) hours per week. With the approval of the Court, specific classifications or assignments may be regularly scheduled as eight (8) hours per day and forty (40) hours per week.

The regular work day shall begin as directed by the Employer between the hours of 6:30 A.M. and 8:30 A.M. and end between the hours of 3:00 P.M. and 5:30 P.M. Should the Employer want to implement a shift other than the hours cited above, it shall notify the Union of its intent and then shall be required to negotiate the effects of such a shift with the Union. Employees may make a request for flexible working hours to the Court Administrator. Such scheduling must be in keeping with good customer service and the smooth operation of the Court.

The Employer shall designate the starting and stopping times of each shift, the lunch and rest periods for each shift and may stagger such times between various groups of employees. Seniority employees shall have their choice of hours and shifts based on classification seniority once during each calendar year, or more often with vacancy or changes, normally to be effective on July 1. Request for a change must be made at least two (2) weeks prior to the effective date. Assignment to jobs within job classifications on the shift shall be the function of the Court and the employees shall not be entitled to a particular job on any shift.

Any proposed changes in work schedules from those set forth above will be reported to and discussed with the Union in accordance with this section at least five (5) working days before such changes are made.

Section 11.2 Lunch Break

Employees shall be granted a minimum one-half (1/2) to a maximum one (1) hour non-paid lunch period exclusive of the seven and one-half (7 1/2) working hours. The normal lunch period will be one (1) hour unless modified by mutual written agreement between the employee and their Supervisor.

Section 11.3 Work Breaks

Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the Court.

Section 11.4 Overtime Work

- A. Overtime must be pre-approved by the Court Administrator or his/her designee.
- B. If requested to work overtime, an employee will be expected to do so unless they are excused for good cause.
- C. Overtime payment for those employees covered by the FLSA shall be at time and one-half (1 1/2) for all work performed in excess of forty (40) hours in any one week. This includes as time worked paid holidays, approved vacation leave, approved bereavement leave, personal leave, or compensatory time.
- D. All overtime work to which overtime pay is applicable shall be based on position, need, and efficiency within the Court within a reasonable period of time and within the classification affected, provided the employee is capable and qualified of performing the work. Overtime payment shall be paid unless otherwise requested and approved by the Court Administrator. Compensatory time may be accumulated up to a maximum of 40 (forty) hours, after which all overtime shall be paid in wages. Compensatory time may be used as needed by the employee and as approved by the Court Administrator.
- E. Non-exempt employees of the Community Corrections Department receiving phone calls outside of normal work hours, from law enforcement or other treatment agencies, etc., shall receive compensation for one-half (1/2) hour for each call received. In all other cases, non-exempt employees of the bargaining unit will be paid a minimum of two (2) hours at time and one-half (1 1/2) in the event they are called in to work at the courthouse, treatment facility, jail, etc., during non-scheduled work hours.

Section 11.5 Lost Time Due to Weather or Safety Conditions

In the event the Employer determines that any of its offices will not open due to weather or safety conditions, the Employer shall give notice of the closure to the media on or before 6:30 a.m. Under such circumstances, employees may, at their discretion, use any accumulated leave time or be permitted to make up the time within one month provided that the make-up time does not cause the hours worked to cause overtime without prior approval.

In the event the Employer determines that any of its offices are to be closed early during work hours due to weather or safety conditions, employees who work at such closed office shall suffer no loss of time or pay.

Section 11.6 Pay Periods

The employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his or her earnings and of all deductions made for any purpose. Pay day will be every other Friday. Should a pay day fall on a declared holiday, pay checks or statements will be distributed by the close of the working day preceding the holiday.

Section 11.7 Hourly Rates

Appendix A, attached, defines the wages, by wage/salary grade, applied to the job classifications represented by this Agreement.

Section 11.8 Job Classifications

Appendix B, attached, lists the job classifications, by wage/salary grade, represented by this Agreement.

ARTICLE XII **LEAVES OF ABSENCE**

Section 12.1 General Considerations

The Employer may exercise any of its rights under the Family and Medical Leave Act. Current leave time allowed under this Article shall not be reduced but is subject to the Employer's rights under the Family and Medical Leave Act as noted above.

A leave of absence is a written authorized absence from work. A leave shall be granted, denied, or extended by the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application. Such leave may be without pay unless otherwise provided for in this contract. Only a regular full-time or regular part-time employee who has worked continuously for the Employer for one (1) year or more shall be granted a leave of absence. This provision covers leave for various reasons including illness, education, parenting, or other personal reasons, subject to all the provisions of this Agreement. In no event shall the duration of any leave exceed twelve (12) calendar months, including any other paid or unpaid time taken off for the same reason as the leave, including, but not limited to, FMLA leave or time off under any other provisions of this Agreement unless extended by mutual agreement or required by law.

- A. The employee must submit a written request for leave stating the reason for such leave, the exact date on which the leave begins and the projected date on which the employee is to return to work.
- B. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing. The granting of any leave, other than a medical leave, is discretionary with the Employer unless otherwise provided in this contract or required by law.
- C. An employee on an approved leave of absence will retain his or her or her seniority. However, the seniority of an employee will not accumulate while the employee is on

an approved unpaid leave of absence of thirty (30) calendar days or more, unless otherwise stated in this contract.

- D. No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Employer. Failure to return to work on the agreed date or extension thereof shall be cause for termination. Extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.
- E. Any request to extend the leave beyond the return date designated must be made a reasonable length of time in advance of the end of the leave and may be granted at the Employer's discretion.
- F. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his or her job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to in writing by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in immediate discharge.
- G. Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary.
- H. Leaves that qualify under the Family Medical Leave Act require the employee to use all paid leave available to them before going on unpaid leave.
- I. Health insurance shall be continued for one (1) month following the month during which unpaid leave begins. Leaves in excess of this time which are not covered under FMLA shall require the employee to reimburse the Employer to continue such medical coverage under the group. Reimbursements will be made monthly. If the Employer does not receive reimbursement the employee's health care coverage shall terminate.
- J. Leaves requested due to illness or medical disability must be accompanied by a physician's certificate stating that the employee is unable to work and the reason therefore. Employees returning to work must present a physician's statement indicating the employee's date of return with ability to perform the essential functions of the position as required by the Employer. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions, a Psychologist or Psychiatrist may be required to provide the physician's statement; to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition. Accumulated sick leave may be used for such leave until exhausted. The Employer may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Employer has a reasonable

basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's physician and employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

Section 12.2 Military Leave

Military leave shall be granted in accordance with applicable State and Federal laws.

- A. Employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Coast Guard Reserve, or Air Corps Reserve and who are called for reserve duty with valid military documentation shall be entitled to a leave of absence in addition to their vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.
- B. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

Section 12.3 Union Business

Leaves of absence without pay may be granted, under normal conditions, to an employee selected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any one time, and the number of working days will not exceed a combined six (6) in any one (1) calendar year for all unit employees.

Section 12.4 Educational Leave

Any employee wishing to further his or her education in his or her chosen profession may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to his/her previous classification according to seniority. This leave may be extended by mutual agreement.

Section 12.5 Parental Leave

An employee may request in writing a parental leave up to six (6) months to begin at birth or date of adoption, which time shall be counted toward FMLA. Accumulated vacation leave, personal leave or unpaid leave may be used for this purpose. This leave may run concurrently with a medical or FMLA leave.

Upon returning to work, the employee shall have the right to displace any employee with less seniority in the same classification at the Court at the time the leave of absence was granted. An employee who fails to return to work at the termination of his/her parental leave shall be terminated.

Section 12.6 Jury or Witness Duty

Employees shall be granted leave of absence with pay when they are required to report for jury duty or are subpoenaed as a witness for an Employer related matter providing they turn over the jury or witness fee check (less mileage) to the County Treasurer. Seniority will continue to accrue to the employee while on jury duty. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least two (2) hours remaining of scheduled work if reporting to a state court and at least four (4) hours remaining of scheduled work if reporting to a federal court.

Section 12.7 Bereavement Leave

When death occurs in an employee's family (spouse, children, parent, brother, sister, grandparent, grandchildren, current step child, current mother-in-law or current father-in-law, step-mother or step-father) the employee, upon request, shall be excused for up to three (3) normally scheduled working days following the date of death, provided he/she attends the funeral and/or the memorial service. Time off will also be granted for the death of current sister-in-law, current brother-in-law, current grandparent-in-law, step-sister, step-brother, or a member of the employee's immediate household, with time off charged against any accumulated leave time. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence without pay or, at the option of the employee, to use accumulated leave time.

An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of any other premiums, that they would have earned by working during straight time hours on such scheduled days of work for which they were excused. Time thus paid will be counted as hours worked for purposes of overtime under Section 11.4.

Section 12.8 Personal Leave

Each regular full time employee and regular part time employee (on a pro-rated basis) shall be granted sixty (60) hours of personal leave each year at the beginning of the pay period that covers the first pay date in December. Pursuant to Michigan's Paid Medical Leave Act, the personal leave hours includes the 40 hours required for compliance with the Paid Medical Leave Act of 2018 (PMLA). New employees shall be granted this leave upon completion of ninety (90) days of continuous service, prorated on the number of months of service within the benefit year. Employees who have not completed ninety (90) days of continuous employment as of December 1st shall not receive leave for the prior year, however they shall receive the full sixty (60) hours upon completion of ninety (90) days of employment.

This leave may be used at the employee's discretion for sick or personal reasons. This leave may be used for the employee's personal health needs, a family member's health needs, for purposes arising out of domestic violence or sexual assault, or during closure of the employee's primary worksite by order of a public official due to a public health emergency. Twenty four (24) hours' notice and prior approval by the supervisor is required for general absences, and at least one hour notice prior to the beginning of the shift is

required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in one-half (1/2) hour increments. If any employee has been off work due to sickness or accident for three (3) consecutive days, a statement from a physician may be required by the Employer. Employees who establish a pattern of misuse of sick leave may be required to submit a statement from a physician to verify such illnesses.

Any balance left, up to 37.5 hours (pro-rated for part-time employees) following the last full pay period paid in November shall be paid at the employee's prevailing hourly rate in a separate check on the first pay date in December.

Those employees who are hired prior to December 1, 1988, and who selected Plan A on the "Employee Election of Sick Conversion/Payment Plan" prior to November 30, 1988, shall have the balance of the eight (8) days each year converted to their frozen Sick Leave Bank, up to a maximum of one hundred twenty (120) days.

Section 12.9 Professional Association Leave

Employee voluntary attendance at conferences, seminars or meetings which occur during working hours must be approved in advance by the Court.

ARTICLE XIII **LONGEVITY COMPENSATION**

Section 13.1 "Grandfathered" Longevity Pay Plans

All full time employees hired prior to July 25, 2007, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with one of the following schedules.

For those employees employed on or before January 31, 1985, and who selected Plan A on the selection of longevity plans:

1. After completion of ten (10) years of seniority, a bonus of five 5% percent of base pay, excluding overtime, shift differential, etc., if applicable, shall be paid for that year or portion of the year. At the completion of ten (10) years (service date) which is less than twelve (12) months in that calendar year, the five 5% percent longevity bonus is prorated over the balance of the calendar year.
2. After completion of fifteen (15) years of seniority (service date), a longevity bonus of ten (10%) percent of base pay shall be paid and prorated, if applicable, as in A. 1 above.
3. The longevity bonus amount may change as the percentage applicable is calculated on the new base rate for the calendar year.

For all employees hired on or after February 1, 1985, and before July 25, 2007:

1. After completion of five (5) years of seniority (service date), the employee shall receive a \$50 longevity bonus, prorated over the remainder of the calendar year in which the completion of the five (5) years seniority (service date) occurs.
2. In December of the sixth and succeeding years thereafter, \$ 50 annually will be added to the longevity pay bonus.

For Example:	After 5 years:	\$ 50
	After 6 years:	\$100
	After 7 years:	\$150

As a general condition applicable to both plans, longevity will be paid by separate check, lump sum, on the first pay date in December.

At the end of employment with the Employer, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.

Leaves of absence for periods in excess of thirty (30) days shall be deducted from an employee's seniority (service date) for purposes of determining longevity bonus. Election by an employee of Plan A or Plan B, where applicable, is irrevocable.

ARTICLE XIV

HOLIDAY PAY

Section 14.1 Holiday Schedule

The following shall be considered as holidays for the purpose of this Agreement (pro-rated for regular part-time employees):

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day
Floating Holiday

Section 14.2 Eligibility For Holiday Pay

To be eligible for holiday pay, an employee must:

1. Be a regular full-time or regular part-time employee on the date the holiday occurs.
2. Work in full, when scheduled, the employee's regularly scheduled straight time work day prior to and the employee's regularly scheduled straight time work day subsequent to the holiday, unless on authorized leave excluding short term disability or workers' compensation.

Section 14.3 Holidays During Leave

Holidays occurring during a vacation period, bereavement leave, pre-approved personal leave or pre-approved sick leave, unless excused by the Employer, are compensable and shall not be charged against the employee's accumulated time.

Section 14.4 Work on a Holiday

In the event the employee is called in to work on a holiday, then they shall receive time and one-half (1 1/2) plus holiday pay for the day worked.

When any of the recognized holidays fall on Saturday, the preceding Friday shall be recognized as the holiday and likewise when the holiday falls on Sunday, the following Monday shall be recognized as the holiday. If the worksite is normally open on the weekend, then the actual holiday will be recognized. In the event two back-to-back holidays (i.e. Christmas Eve and Christmas Day) fall on a Friday and Saturday then Thursday and Friday shall be recognized and likewise when the holidays fall on Sunday and Monday then Monday and Tuesday shall be recognized.

Whenever holiday work is required, the employer shall provide two (2) working days notice prior to the holiday, except in emergency situations.

Employees choosing to work a holiday with supervisory approval will receive straight time pay for the holiday worked and may take another regularly scheduled work day off in lieu of the holiday within thirty (30) days of the holiday and receive regular straight time pay.

Section 14.5 Holiday Pay for Full-Time Employees

Employees covered by this Agreement who do not work on the designated holidays, and who meet the eligibility requirements herein set forth, shall be compensated for such holiday prorated on an equal hourly basis as compared to their regular assigned hours at the straight time hourly rate, excluding premiums, of the particular employee.

Section 14.6 Holiday Pay for Part-Time Employees

- A. When a holiday falls on a day of the week when a part-time employee is normally scheduled to work, the employee will be paid pro-rated holiday pay based on his/her FTE. If not working on such holiday would result in a reduction of the number of hours normally worked per week by the employee, the employee shall, at his/her option, be allowed to make up the time lost due to the holiday if work is available during that pay period.

- B. When a holiday falls on a day of the week when a part-time employee is normally not scheduled to work, the employee will be paid pro-rated holiday pay based on his/her FTE. If the addition of such holiday pay would result in an employee receiving pay for more than their normally scheduled number of hours per week, then the Employer may either reduce their remaining work week by the applicable number of hours, or bank the additional hours as comp time in accordance with Section 11.4 (D).

Section 14.7 Failure to Work Holiday as Agreed

When an employee is scheduled to or agrees to work on one of the designated holidays or the day observed in lieu thereof, if any, and does not work as agreed, he or she shall not receive the pay for such holiday, unless otherwise excused by the Employer and may be subject to disciplinary action.

Section 14.8 Floating Holiday

One (1) floating holiday shall be credited to the employee as of January 1st in the first pay period of each calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday for that year. Such holidays shall not accrue from year to year or be paid out for any reason.

ARTICLE XV **VACATION**

Section 15.1 Vacation Eligibility

Employees working under this Agreement shall receive paid vacations in accordance with the following schedule (pro-rated for regular part-time employees), provided they are eligible:

- A. An employee shall be entitled to receive vacation pay as hereinafter set forth if such employee is regular full-time or regular part-time. For regular part-time employees the vacation schedule shall be prorated by the same factor as his/her regular scheduled working hours. Paid sick leave, holidays, or other paid leave shall be considered hours worked for the purposes of this article.
- B. Employees shall not accrue vacation leave during the first six (6) months of employment, but will be granted leave retroactively upon completing the six (6) months. Thereafter employees shall earn vacation leave credit according to the following schedule:

<u>Years of Service</u>	<u>Days</u>	<u>Annual Hours</u>		<u>Hours accrued biweekly</u>	
		(75)	(80)	(75)	(80)
Less than 3:	10	75	80	2.884	3.076
3 but less than 5:	12	90	96	3.461	3.692
5 but less than 10:	15	112.5	120	4.326	4.615
10 but less than 15:	17	127.5	136	4.903	5.230

15 but less than 25:	20	150 / 160	5.769 / 6.153
25 or more:	25	187.5 / 200	7.211 / 7.692

Section 15.2 Vacation Scheduling

In order to consider the wishes of employees by seniority when scheduling vacations, and taking into consideration the needs of the Court, requests for vacation shall be submitted for consideration within the team employees are assigned. For vacations desired between January 1 and June 30, requests by employees must be turned in to the Employer between August 1 and August 15 of the preceding year. The Employer shall respond to requests by August 31. For vacations between July 1 and December 31, requests must be turned in between February 1 and February 15. The Employer shall respond to requests by February 28. If time limits are not met by employees, vacation requests shall be granted on a first come basis.

Section 15.3 Vacation Carry-Over

Vacation leave will be credited biweekly to the employee's "bank" up to a maximum carry-over of twenty (20) days on the employee's service date.

Any hours beyond the twenty (20) days, even when approved for extension by the department head or County Administrator, shall not be included in the employee's payout calculation upon termination for any reason, unless a timely request for vacation leave has been denied.

ARTICLE XVI **INSURANCE AND RETIREMENT BENEFITS AND PENSION**

Section 16.1 Health Insurance

At a minimum of 90 days prior to the expiration of this Agreement, at the request of either party, a meeting shall occur to discuss health, dental and vision insurance coverage options.

Effective January 1, 2019, the Employer shall provide the same health insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

2022: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1, 2022, each employee will receive a total payment for 2022, divided into 4 payments with 1 payment made at the start of each quarter, subject to the requirements of 2011 PA 152, to their HSA account as follows:

- a.) \$1,000.00 for single subscriber coverage; or
- b.) \$2,000.00 for family and double subscriber coverage.

This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

2023: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1, 2023, each employee will receive a total payment for 2023, divided into 4 payments with 1 payment made at the start of each quarter, subject to the requirements of 2011 PA 152, to their HSA account as follows:

- a.) \$1,000.00 for single subscriber coverage; or
- b.) \$2,000.00 for family and double subscriber coverage.

This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

Commencing January 1, 2017 the Employer may offer lower cost medical benefit plans. Employees shall have the option to select a plan.

If the County Board of Commissioners, for subsequent plan years commencing 2018, implements, in its discretion and pursuant to 2011 PA 152, either a hard cap election or employee contributions necessary to meet the requirement that the Employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, bargaining unit employees will be required to make contributions under the election made by the Board of Commissioners.

Effective January 1, 2017, all employees covered under the medical benefit plan will be required to pay 20% of the total health insurance premium and taxes of his/her elected plan.

The benefits provided under this section shall be secondary to any personal protection or personal injury benefits available from an insurer under a motor vehicle policy described in Section 500.3101(1) of the Michigan Compiled Laws.

Eligibility and benefit provisions are provided subject to plan documents.

The employee is obligated to pay any applicable cost share whether actively at work or on an approved leave. Failure to make the required cost share payment in a timely manner will result in loss of coverage.

- A. Dual Coverage. In situations where a bargaining unit member's spouse is a full-time employee of the County or Courts, said employees shall decide which employee receives "primary" coverage and which employee receives "dependent" coverage. Failure by the employee(s) to make a selection within 30 days shall result in the automatic designation of the more senior employee as "primary."

A bargaining unit member who receives either "primary" or "dependent" coverage from the County shall not be eligible for any payment in lieu of coverage.

Section 16.2 Payment in Lieu of Health Care Coverage

Employees who are eligible for health insurance coverage through the County and elect to NOT enroll in the group medical benefit plan because they are eligible for coverage under another qualified group medical benefit plan available to their spouse and/or eligible dependents will be eligible to receive additional monthly compensation based upon their health insurance coverage eligibility status.

The amount of such compensation may be fixed by the Board of Commissioners, but shall not be less than \$2,000.00 per year. Payments will be made once per year (December of each year). This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act of such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the employee should notify the County Administrator, or his or her designee, within (30) days and re-enroll in the County health insurance program. Failure to timely notify the County may result in the ability to re-enroll being limited to the open-enrollment period.

Section 16.3 Retiree Health Care

Employees who are hired before January 1, 2015, and retire from the service of Grand Traverse County under the County's retirement plan after January 1, 2001 may continue their group health care benefits until Medicare eligible by reimbursing the Employer fifty (50%) percent of the monthly premium.

Eligibility and benefit provisions are provided subject to plan documents.

Section 16.4 Optical and Dental Insurance

The County will provide to regular employees optical and dental insurance coverage under or substantially equivalent to the Dental and Vision Plans in effect in 2017. Part-time employees will pay a pro-rated share of the premium based on their regular FTE through payroll deduction.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Effective January 1, 2019, the Employer shall provide the same optical and dental insurance benefits, under the same terms and conditions, as non-union County employees receive, which may change from time to time.

Section 16.5 Workers' Compensation

Each employee will be covered by the applicable workers' compensation laws. The Employer further agrees that an employee, if eligible for workers' compensation, may choose to receive, in addition to their workers' compensation benefits, the difference between those benefits and his/her regular net pay, to be paid by the Employer from the employee's sick or personal leave bank. The subsidy will terminate upon the exhaustion of the employee's leave bank.

In addition, the employee's health, dental, optical, and life insurance as specified in this contract will continue to be provided by the employer while the employee is on workers' compensation for a period of up to twelve (12) months.

Any employee who is absent from work due to a work related injury may be required to be examined by a physician and to obtain release to return to work from all treating physicians or a physician selected by the Employer. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions a Psychologist or Psychiatrist may be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition.

Section 16.6 Unemployment

The Employer agrees to be compliant with all unemployment laws.

Section 16.7 Retirement

A. Defined Contribution Plan

The Employer shall contribute three (3%) percent of wages under the Defined Contribution Plan for eligible employees. Employees may choose to make a one onetime irrevocable decision to contribute three percent (3%) of their wages to the plan, and if the employee chooses to contribute three percent (3%), the Employer will contribute an additional three percent (3%). Employees will be vested twenty-five percent (25%) after three (3) years of service, fifty percent (50%) after four (4) years, seventy-five percent (75%) after five (5) years, and be fully vested after six (6) years of service.

Employees already enrolled under the Defined Contribution Plan as of December 31, 2014, shall receive from the Employer 6% of wages into the Defined Contribution Plan. Employees who made the one time irrevocable decision to contribute 3% of their wages to the defined contribution plan, shall receive from the Employer an additional 3%. Employees will be 25% vested after 3 years of service, 50% after 4 years, 75% after 5 years, and fully vested after 6 years of service.

B. Defined Benefit Plan

Employees grandfathered under the MERS Defined Benefit Plan shall receive benefits calculated under the B-4 plan with the F55/25, V-6, FAC3 and E-2 riders of the Municipal Employees Retirement System. This retirement plan is fully funded by the Employer through November 30, 2017.

Age 60 with six (6) years of service at the time of separation from employment with the County, or age 55 with 25 years of service at the time of separation from employment with the County, shall be used for determination of age of retirement for eligibility of other benefits for retirees as outlined in this contract.

Effective December 1, 2017, the following shall apply: The retirement benefit for all active employees grandfathered into the MERS Defined Benefit Plan shall be the Bridge Plan with 1.25% multiplier; employees shall contribute 6% of reported compensation via payroll deduction. Overtime, personal time, vacation time, and holiday pay is excluded from FAC-3. The FAC-3 shall be frozen. Further, in conjunction to bridging benefit multiplier the post retirement COLA benefit (currently E-2) for future retirees will be bridged from 2.5% to 0.00%. The 2.5% COLA benefit will be applied up to the bridged date, and the service accrued on and after the bridge date will have modified (0.00%) COLA applied to it. The Plan shall continue with the F55/25 and V-6 benefits. The Plan shall continue with the F55/25 and V-6 benefits.

Section 16.8 Life and AD&D Insurance

All regular full time employees and regular part-time employees who regularly work at least fifteen (15) hours per week, including those on paid leave, shall be eligible for term Life Insurance. Such benefit will be effective the next day following six (6) consecutive months of service as a regular employee in accordance with the plan documents. Said insurance shall be in the amount of one (1) times the employee's base salary, or twenty thousand (\$20,000), whichever amount is greater, and shall include Accidental Death and Dismemberment.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Section 16.9 Short Term Disability Insurance

All regular full time employees and regular part time employees who regularly work at least fifteen (15) hours per week, including those on paid leave, shall be eligible for Short Term Disability Insurance, said coverage to be effective the next day following one hundred eighty (180) calendar days of consecutive service as a regular employee in accordance with the plan documents. This coverage shall provide 66 2/3 percent of the employee's regular pre-disability earnings for up to one hundred eighty-two (182) calendar days for absences due to an eligible injury or illness as approved by the insurance carrier. The coverage shall begin on the eighth calendar day following injury or illness. Eligibility and

benefit provisions are provided subject to plan documents. The employee will be required to use a maximum of forty (40) hours of leave bank time during the seven (7) calendar day elimination period. Health insurance provided by the employer shall continue during the duration of this coverage.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Section 16.10 Long-Term Disability Insurance

All employees on the Defined Contribution Retirement Plan and actively at work at least fifteen (15) hours each week shall be eligible for Long-Term Disability Insurance in accordance with the plan document. This coverage shall provide sixty percent (60%) of the employee's regular pre-disability earnings for up to twenty-four (24) months for absences due to an eligible injury or illness as determined by the insurance carrier.

The employee is responsible for cooperating with the carrier's application requirements.

Health, Dental, and Vision insurance provided by the employer shall continue for twelve (12) months from the original date of disability, in coordination with Short Term Disability. The employee is obligated to pay any applicable cost share while on an approved leave, as stated in Section 16.1.

Seniority will continue as outlined in Section 10.3 (H) of the labor contract.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Employees on the Defined Benefit Retirement Plan are not eligible for Long-Term Disability Insurance.

ARTICLE XVII **VACANCY, TEMPORARY TRANSFER & PROMOTION**

Section 17.1 Regular Vacancies

Regular vacancies within the Bargaining Unit shall be given preference to be filled from within the Bargaining Unit. If none of the present employees meet the established requirements, the Employer may open the vacancy to applicants outside the Bargaining Unit. All vacancies shall be posted for a minimum of five (5) days and all interested employees are required to submit application to Human Resources per Grand Traverse County procedure.

Section 17.2 Appointment to Fill Vacancy

The Judge will exercise final appointing authority for promotions of employees under this article, and shall not be arbitrary or capricious. Present established job requirements as

specified in the job description and/or job posting shall be used as the criteria as well as any standard examinations utilized for selection. The following factors shall be considered in determining the selection:

- A. Knowledge, training and ability to do the work.
- B. Attendance records and performance evaluations.
- C. Physical qualifications (where applicable).
- D. Where general qualifications are relatively equal bargaining unit seniority will prevail.

Results of any examination taken for the purpose of filling a vacancy shall be available to the employee involved.

Section 17.3 Applicable Rate of Pay

If an employee is transferred, promoted, demoted, or re-employed, his or her pay for the new position shall be determined as follows:

- A. Transfer: If the current pay rate is less than the minimum rate in the new class, it shall be advanced to the minimum rate for the class. If the current pay rate is more than the maximum rate in the new class, it shall be reduced to the maximum rate for the class. If the current pay rate falls within and is at the established step of the new class, it shall remain at his or her current rate. If the current pay rate falls within the new class but does not correspond to an existing step, it shall be advanced to the next higher step.

Travel Time: For a temporary transfer within a classification to cover an absence of two (2) weeks or less in another city, the employee will be paid both travel time and mileage.

If the temporary transfer within the classification lasts between two (2) weeks and six (6) months, the employee will be paid mileage only unless, in the employer's sole discretion, the employer has determined that paying travel time is appropriate.

Employees will be paid travel time and mileage when asked to work periodically in another city or when traveling to another city as part of their regular assigned duties.

In the event that mileage from the employee's home to the temporary worksite is less than mileage from the main worksite, the lesser mileage will be used for purposes of reimbursement.

- B. Promotion: If the current pay rate is less than or falls within the range for the new class, it shall be adjusted to the step which gives a minimum of four and one-half percent (4.5%) increase. Consideration will be given for an extra step in the event the employee was eligible for a step increase within the next six (6) months, under the guideline that the combination of the rate increases shall not exceed ten percent (10%).

- C. Demotion (requested by employee or by Judge's action): If the current pay rate is more than the maximum rate of the new class, it shall be adjusted to the maximum or an intermediate step as determined by the Judge. If the current pay rate falls at an established step within the range of the new class, it shall remain the same or be adjusted to the next lower step as determined by the Judge. If the current pay rate falls within the range of the new class, but doesn't correspond to an established step, it shall be adjusted to the next lower step.
- D. Re-employment: If an employee is re-employed or reinstated within one (1) year in his or her original position or in another position assigned to the same class, the employee shall be paid at the same grade and step he or she received at the time of his or her separation from employment if this rate does not exceed the prevailing maximum salary.

Section 17.4 Trial Period

The Employee who is promoted within the bargaining unit shall serve a six (6) month trial period to prove he/she is capable of performing the work. At any time during this trial period the employee may on his/her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, if the Employer determines that the employee is unsatisfactory in the new classification, the Employer shall have the right to return the employee to the former classification from which he/she was promoted without loss of seniority and will provide said employee, upon written request from that employee, a written explanation specifying the reasons for the return to the former classification except employees promoted outside the bargaining unit are not eligible for this provision. Bargaining Unit seniority shall not accumulate while the employee is in a position outside the bargaining unit.

Section 17.5 Temporarily Filling a Vacancy

The Employer shall determine when a temporary vacancy exists, and will proceed to fill such vacancy in accordance with this article as soon as possible. However, no position shall be considered temporary for a period beyond sixty (60) days, without mutual consent of the Employer and the Union.

For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the most qualified employee on the basis of seniority. If no such employee wishes to accept the temporary assignment, it shall be assigned to the least senior most qualified employee.

If an employee is temporarily assigned to work in a higher classification for a least one (1) consecutive hour he/she shall be compensated for all such hours at the rate of the higher classification, in accordance with Section 17.3 (B). If an employee is temporarily assigned to fill a temporary vacancy in a lower classification he/she shall continue to be compensated at their normal rate of pay.

Section 17.6 New Classifications or Positions

When a new job classification is created the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that to the pay rate, it shall notify the Employer within ten (10) calendar days and it shall be subject to negotiations.

Section 17.7 Employer-Sponsored Training

The Employer agrees that, where practical, Employer sponsored and/or required training shall be offered to employees within the applicable classifications with opportunities for such training equalized among the affected employees.

ARTICLE XVIII **MISCELLANEOUS**

Section 18.1 Gender

Reference to the masculine gender may refer to the feminine gender, or vice versa.

Section 18.2 Captions

The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 18.3 Union Bulletin Boards

The Employer will provide a bulletin board at the Grand Traverse County, Leelanau County, and Antrim County work sites to be used for posting notices pertaining to Union business. Such notices must be signed on behalf of the Union and/or the Employer.

Section 18.4 Health and Safety

All health and safety issues and complaints will be handled by the Employer.

Section 18.5 Copies of Agreement

The Union shall provide the Employer with one (1) copy of the signed Agreement. The Employer agrees to make a copy of this Agreement available to all new employees entering the employment of the Employer. A copy of the Agreement shall be placed on the website and intranet.

Section 18.6 Drug Free Work Place

The County's Drug Free Workplace Policy applies to bargaining unit employees. Employees violating this policy will be subject to disciplinary action, up to and including termination. Changes to that disciplinary section of the policy and the impact to the bargaining unit are subject to negotiation.

Section 18.7 Light Duty

The Employer shall monitor all short term disability and worker's compensation claims, and in situations where there is light duty work available, employees may be returned to work and perform light duty as assigned and commensurate with the appropriate rate of pay within the discretion of the Employer.

Section 18.8 Emergency Manager

To the extent required by MCL 423.215(7), an Emergency Financial Manager appointed under the Local Government and School District Financial Accountability Act (being MCL 141.1541, et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act.

ARTICLE XIX
SAVINGS AND WAIVER CLAUSE

Section 19.1 Savings Clause

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 19.2 Waiver

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

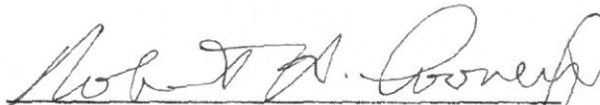
ARTICLE XX
TERMINATION

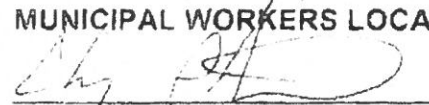
This Agreement shall be effective on January 1, 2022, and shall remain in full force and effect until the December 31, 2023. Either party may request to commence negotiations 120 days prior to the contract termination date.

[Signature page to follow]

86TH DISTRICT COURT

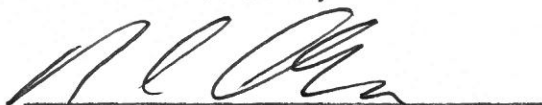
TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214


Hon. Robert A. Cooney, Chief Judge


Clayton Pletscher, Business Representative


Chairperson, Board of Commissioners
Grand Traverse County

Steward


County Administrator
Grand Traverse County

Steward

Steward

APPROVED AS TO FORM
FOR COUNTY OF GRAND TRAVERSE
COHL, STOKER & TOSKEY, P.C.
By: Mattis D. Nordfjord

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Appendix A Wage and Salary Scale

Effective January 1, 2022			Increase over 2021: 4.5%						
HOURLY	Training 1	Training 2	1	2	3	4	5	6	
	D	14.21	15.31	16.40	17.17	17.93	18.83	19.64	20.54
	F	16.30	17.45	18.85	19.66	20.56	21.44	22.46	23.51
	G	17.90	19.22	20.69	21.72	22.65	23.66	24.74	25.84
	H	20.60	22.11	23.78	24.86	25.98	27.17	28.38	29.75
	I	21.99	23.70	25.46	26.63	27.82	29.10	30.43	31.82

EXEMPT		Training 1	Training 2	1	2	3	4	5	6
	1950 (I)	42,811	46,215	49,647	51,929	54,249	56,745	59,339	62,049
	2080 (I)	45,739	49,296	52,957	55,390	57,866	60,528	63,294	66,186

Effective January 1, 2023			Increase over 2022:				3.0%		
HOURLY	Training 1	Training 2	1	2	3	4	5	6	
	D	14.64	15.77	16.89	17.69	18.47	19.39	20.23	21.16
	F	16.79	17.97	19.42	20.25	21.18	22.08	23.13	24.22
	G	18.44	19.80	21.31	22.37	23.33	24.37	25.48	26.62
	H	21.22	22.77	24.49	25.61	26.76	27.99	29.23	30.64
	I	22.65	24.41	26.22	27.43	28.65	29.97	31.34	32.77

EXEMPT		Training 1	Training 2	1	2	3	4	5	6
	1950 (I)	44,167	47,601	51,136	53,486	55,876	58,447	61,119	63,910
	2080 (I)	47,111	50,775	54,546	57,052	59,602	62,344	65,193	68,171

Appendix B Classification Plan

<u>Grade</u>	<u>Title</u>
D	Office Specialist
F	Accounting Technician Office Coordinator Collections Specialist Court Recorder Compliance Officer
G	Chief Court Recorder Case Manager
H	Community Corrections Officer Probation Officer Chief District Court Clerk (Grandfathered for current incumbent, then will be removed from the Classification Plan and the position will revert to Office Coordinator.)
I	Manager: Community Corrections Chief Probation Officer